

DEPARTMENT OF HEALTH SERVICES

714/744 P STREET
P. O. BOX 942732
SACRAMENTO, CA 94234-7320
(916) 323-7406



July 23, 1999

Dear Potential Applicant:

The Department of Health Services, through its Office of Medi-Cal Procurement (OMCP), is soliciting applications for contracts to provide direct outreach and enrollment activities associated with the Healthy Families Program/Medi-Cal for Children (HFP/MCC). The total amount available for funding contracts is \$6 million.

There are a number of innovative outreach activities currently conducted throughout the State. These contracts are intended to supplement, not supplant these ongoing activities. This outreach effort should also be coordinated with existing Healthy Families/Medi-Cal outreach activities.

Any applicant or regional coalition of applicants may submit an application. An applicant refers to any entity that assists a recognized community within its geographic area. The entity may help a specific culturally oriented or specialized-language group by providing information about health resources and/or specific programs related to the community's needs. Applicants may include school districts, advisory groups, community centers, clinics, providers, Women, Infants & Children (WIC) agencies, cities and counties, and community-based organizations.

Funding to support the enhanced outreach and enrollment activities sought in this Request for Application (RFA) is available through September 30, 2000. Contract awards for single entities (non-collaborative efforts) will be up to \$100,000 and cooperative alliances up to \$200,000. Applicants are encouraged to develop alliances in underrepresented geographic areas targeting underenrolled population(s), which will expand overall outreach coverage and result in increased enrollments of children into the HFP/MCC.

The Department will convene two voluntary Applicants' Conferences to provide potential applicants the opportunity to ask questions and seek clarification on items/requirements outlined in the RFA. The Applicants' Conferences will be held on the following dates and locations:

Interested Party
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August 9, 1999	Los Angeles	L.A. State Building 107 S. Broadway Los Angeles, CA 90012 10:00 A.M. to 1:00 P.M.
August 11, 1999	Sacramento	Dept. of Health Services 714 P Street, Auditorium Sacramento, CA 95814 9:00 A.M. to 12:00 P.M.

To assist the State in answering questions concerning the RFA, prior to the Applicants' Conference, applicants should submit questions no later than 4 p.m., August 6, 1999. Please refer to page 6 of the RFA for additional information regarding questions and other important dates.

All communication regarding this RFA should be directed to:

Department of Health Services
Office of Medi-Cal Procurement
Attention: Michael J. Neff, Chief
1801 Seventh Street, First Floor
P.O. Box 942732
Sacramento, CA 94234-7320
FAX: (916) 464-0855
e-mail: OMCPRFP2@dhs.ca.gov

If fax is utilized, it is the applicant's responsibility to notify OMCP at (916) 323-7406 to ensure receipt of materials.

Thank you for your interest in the HFP/MCC application process. If you have any questions you may contact me at (916) 323-7406.

Sincerely,

O/S

Michael J. Neff, Chief
Office of Medi-Cal Procurement

**HEALTHY FAMILIES/
MEDI-CAL
FOR
CHILDREN
OUTREACH**

REQUEST FOR APPLICATION

July 23, 1999

**STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES
MEDICAL CARE SERVICES**

HEALTHY FAMILIES/MEDI-CAL FOR CHILDREN OUTREACH REQUEST FOR APPLICATION July 23, 1999

INTRODUCTION

The State of California, Department of Health Services is releasing this Request for Application (RFA) to secure qualified applicants to provide direct outreach and enrollment activities from September 1, 1999, through September 30, 2000, associated with the Healthy Families Program and Medi-Cal for Children (HFP/MCC) program. Applicants awarded contracts will focus on strategies that include outreach activities directly related to increasing enrollment in the HFP/MCC programs and infrastructure development to conduct and maintain a comprehensive outreach effort.

The purpose of this RFA is to enhance current efforts pertaining to the HFP/MCC program that have been undertaken by applicants. The term applicant, is broadly used in this context to include a wide variety of local and statewide entities that work with children and families including school districts, advisory groups, community centers, clinics, providers, Women, Infants & Children (WIC) agencies, cities and counties, and community-based organizations.

Approved applications will be contingent upon an applicant's ability to successfully enroll a specified number of children from target populations identified in under-represented geographic areas into HFP or MCC. Applicant activities may include, but are not limited to, direct outreach, health fairs, community events, school events/activities, developing and disseminating ethnic and general media, disseminating federal policy information relating to Public Charge and other immigration-related issues, or hiring outreach workers. Outreach activities are limited to target outreach to low-income families whose children may be eligible for the HFP or MCC program. This population can be considered as those families 1) not previously participating in Medi-Cal, as well as those families which are, or have previously been, eligible for Medi-Cal, but may not realize that Medi-Cal is still available even if the family is no longer eligible for welfare; and 2) not previously participating in any type of state-funded program, as well as those families that are, or have previously been, eligible for Medi-Cal, but may not realize that low-cost medical insurance is available to their children through the HFP even if the family is no longer eligible for no-cost Medi-Cal.

There are a number of innovative outreach activities currently conducted throughout the State. The contracts resulting from this application process are intended to supplement, not supplant these ongoing activities. Applicants will be required to identify new activities and/or enhancements to existing outreach efforts, documented in Part VII, Administrative Structure and Capacity, Section B (2).

BACKGROUND SUMMARY

With the enactment by the federal government of the Children's Health Insurance Program under Title XXI and the expansions in Medicaid for children under Title XIX,

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California implemented the HFP and MCC. These programs provide health, dental and vision care coverage for children. The HFP serves children who have family incomes between 100 to 200 percent of the federal poverty level, and the MCC serves children who have family incomes below 100 percent of the federal poverty level.

Welfare and Institutions (W&I) Code, Section 14067, requires the Department, in conjunction with the Managed Risk Medical Insurance Board (MRMIB), to develop and conduct a community outreach and education campaign to help families learn about and apply for the HFP and MCC. The statute mandated that the outreach and education campaign be established and implemented as of February 18, 1998.

The Department presently contracts with a number of entities to conduct the statewide HFP/Medi-Cal outreach campaign under Request for Proposal No. 97-11933, the Medi-Cal Outreach and Education Campaign, (commonly referred to as 1931(b) contracts), and most recently, the HFP/MCC Outreach activities under the RFA issued January 14, 1999.

On April 13, 1999, the Davis Administration released its plan for conducting this outreach in 1999/2000, including a \$6 million allocation to contract with applicants. The \$6 million is being allocated for performance based contracts to build community infrastructures and increase enrollments. These funds will allow applicants to develop their own local advertising, outreach strategies, and community networks.

PART I PROGRAM INFORMATION

A. WHO MAY APPLY

Any applicant or regional coalition of applicants may submit an application. An applicant refers to any entity that assists a recognized community within its geographic area. The entity may help a specific culturally oriented or specialized-language group by providing information about health resources and/or specific programs related to the community's needs. Applicants may include school districts, advisory groups, community centers, clinics, providers, WIC agencies, cities and counties, and community-based organizations.

PART II CONTRACT TERMS

A. CONTRACT EFFECTIVE DATE

The effective date of contracts shall be September 1, 1999.

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B. TERM OF THE CONTRACT

The term of the contracts shall extend from the contract effective date, September 1, 1999, for a period of one year through June 30, 2000, however, applicants will be allowed to incur expenses through September 30, 2000. Contracts are subject to the State's right to terminate under the termination provisions in paragraph C of this section.

C. CONTRACT TERMINATION

The Director of the Department may terminate contracts resulting from the RFA in whole, by giving prior written notice to the contractor. Notification shall be given at least 30 calendar days prior to the effective date of termination. Notification shall state the effective date of, and the reason for, the termination. In addition to other grounds for termination, failure to comply with applicable laws, regulations, and any of the terms of this contract shall constitute cause for immediate termination without prior notification. Should the State terminate the performance of work under this contract, payment will be made in accordance with the provisions of Part VIII Payment Provisions.

Under the terms of this contract, contractors are prohibited from collecting the \$50 application assistance fee directly, or referring clients to Enrolled Entities (EEs) who would in turn collect the \$50 application assistance fees [unless the contracting entity is unable to meet the needs of the client (e.g., language barrier, hours of operation, immigration issues)], and are subject to contract termination for doing so. In addition, the State will require contractors to reimburse the State for those application assistance fees received by utilizing this method.

D. GEOGRAPHIC SERVICE AREAS AND TARGET POPULATIONS

Demographic data compiled by the University of California at Los Angeles (UCLA), HFP enrollment statistics from the MRMIB, and WIC enrollment statistics from the WIC Supplemental Nutrition Branch are included in Attachments I, II and III. Applicants will use this data to identify underrepresented geographic area(s) and target population(s). This information is being provided to assist applicants in demonstrating the need in their particular communities as well as providing a basis for setting performance goals as required by the RFA. In addition, an applicant may use any additional data/information that will help demonstrate the need in their community.

The UCLA data represents the most recent and reliable data on individuals without health insurance available to the Department. This data is not reliable to

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be used either at the county or zip code level. The HFP enrollment report represents enrollment statistics by race/ethnic background for the current and past 12 months. The WIC enrollment report represents enrollment statistics by race/ethnic background for the month of April 1999.

Part III FUNDING ISSUES

A. MAXIMUM FUNDING AVAILABLE

A maximum of \$6 million is being made available to applicants to support the enhanced outreach and enrollment activities sought in this RFA. Funding is available only through June 30, 2000 (applicants will be allowed to incur expenses through September 30, 2000). There is no assurance that additional funds will be available beyond that date. If funding becomes available, at the State's discretion, additional applications may be solicited.

The State reserves the right to award as many or as few contracts as it deems necessary in order to best achieve the desired results.

Qualified applicants interested in submitting an application are to develop a proposal specific to outreach activities outlined in the scope of work.

B. FUNDING PARAMETERS

1. Project Funding

The Department will provide contract funding of single entities (non-collaborative efforts) up to \$100,000 and cooperative alliances up to \$200,000 for general outreach. Applicants are encouraged to develop alliances in underrepresented geographic areas targeting underenrolled population(s), which will expand overall outreach coverage, and result in increased enrollments of children into the HFP and MCC. Public Charge and other immigration-related issues collectively represent one of the most common barriers to enrollment in the HFP/MCC programs. Applicants are encouraged to include strategies to identify and address this critical concern. Contract awardees must provide a budget justification that includes an explanation of the allocation of funds to collaborative partners, as applicable.

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2. Project Start-Up Funding

The Department will allow successful applicants to invoice for up to one-sixth of the total contract award upon contract execution to cover start-up costs. Payment will be made within 45 days of receipt of the start-up invoice. All requests for start-up funding must be made within 30 days of contract execution. After that date, payment will only be made based on costs incurred and invoiced.

Contract awards will be based on the nature and appropriateness of the proposed outreach, enrollment activities, and expected number of enrollments.

The State reserves the right to negotiate the terms and conditions of all awards, including the amount of funding. The State reserves the right to reject any or all applications, as well as to make the final selection of applicants for funding.

C. PERFORMANCE GOALS

Applicants must identify the performance goals they expect to meet as a part of their contract activities, including milestones to meet those goals, and monitor actual performance against those goals as a condition for continued project funding. Performance goals must reflect the number of potential enrollments the applicant believes can be realized given the type of activities being performed and within the specific time period allocated. The contractor's failure to meet projected enrollment goals may lead to termination of the contract(s).

D. FUNDING LIMITATIONS

Due to federal prohibitions on the use of federal matching funds to pay twice for the same work, applicants that are awarded contracts will not be allowed to also bill the \$50 application assistance fee. The scope of work in this contract includes application assistance. Contractors are prohibited from referring clients to EEs in order for them to bill the \$50 application assistance fees [unless the contracting entity is unable to meet the needs of the client, e.g., (language barriers, hours of operation, immigration issues)], and are subject to termination or recoupment of any fees paid to other entities for children served by the contractor.

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E. FUNDING REIMBURSEMENT

The contractor shall be reimbursed for tasks it performs based solely on the costs specified in its State approved budget contained in the contract. Please refer to Part VIII, A, Payment Provisions for more information regarding contract payments schedule.

PART IV APPLICATION PROCESS

A. SEQUENCE OF DATES AND ACTIVITIES

The following section describes the dates and implementation activities for this RFA.

ACTIVITY	DATE
RFA Released (Hardcopy and Internet)	July 23, 1999
Applicants' Conference – Los Angeles	August 9, 1999
Applicants' Conference – Sacramento	August 11, 1999
Final Date for Application Submission	August 27, 1999

B. APPLICATION SUBMISSION REQUIREMENTS

Applicants must submit an original and five copies of the entire application package submitted. Only one application per applicant or cooperative alliance may be submitted. The original application must contain original signatures and be clearly marked "original." The final date to submit an application is August 27, 1999, at 4:00 p.m. Mailed applications with a postmark dated on or before August 27, 1999, but received after the specified date and time will be accepted. Hand delivered applications must be received by the application submission deadline indicated above.

Completed applications should be mailed or delivered to:

Michael J. Neff, Chief
Office of Medi-Cal Procurement
Department of Health Services
1801 Seventh Street, First Floor
P.O. Box 942732
Sacramento, CA 94234-7320

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Please note that submission of applications by facsimile is not acceptable.

Applications must be complete when submitted or may be subject to rejection. The State may request additional information from an applicant regarding an application in the event information in the application needs clarification. The State may waive any immaterial deviation or defect in an application. Any waiver of an immaterial deviation or defect by the State shall in no way modify this RFA or relieve the successful applicant from full compliance with the contract terms if a contract is awarded.

C. Cost of Preparing Applications

All costs associated with the development of an application are entirely the responsibility of the proposing applicants and will not be chargeable to the State of California or included in any cost elements of the application.

D. Technical Assistance

The State will provide informal technical assistance to potential applicants until August 20, 1999. Potential applicants may request technical assistance via telephone or e-mail. After that date no additional technical assistance will be provided.

E. Applicants' Conference

The State will conduct two voluntary Applicants' Conferences in August 1999. Prospective applicants will have an opportunity to ask questions of the State and clarify any uncertainties that may exist in the RFA. Any spontaneous answers provided in response to such inquiries will be unofficial and not binding on the State, unless subsequently confirmed by the State. Responses to written and verbal questions will be posted on the Department web site (<http://www.dhs.ca.gov/mcs/omcp>).

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The Applicants' Conferences will be held in the following locations, times and dates:

August 9, 1999

Los Angeles
The State Building
107 S. Broadway, Auditorium
Los Angeles, CA 90012
10:00 a.m. to 1:00 p.m.

Nearest parking garage is located on the corner of 2nd & Broadway.

August 11, 1999

Sacramento
Department of Health Services
714 P Street, Auditorium
Sacramento, CA 95814
9:00 a.m. to 12:00 p.m.

To assist the State in answering questions concerning the RFA, prior to the Applicants' Conference, applicants should submit questions no later than 4 p.m., August 6, 1999, to:

Department of Health Services
Office of Medi-Cal Procurement
Attention: Michael J. Neff, Chief
1801 Seventh Street, First Floor
P.O. Box 942732
Sacramento, CA 94234-7320
Telephone: (916) 323-7406
Fax: (916) 464-0855
e-mail to: OMCPRFP2@dhs.ca.gov

PART V APPLICATION REVIEW PROCESS AND EVALUATION

A. APPLICATION SCREENING

Each application received by the State, or postmarked, by 4:00 p.m., August 27, 1999, will be reviewed for completeness and compliance with the RFA instructions. The following circumstances will result in rejection of the application prior to the review and scoring:

HEALTHY FAMILIES/MEDI-CAL FOR CHILDREN OUTREACH REQUEST FOR APPLICATION July 23, 1999

- An application that is late, incomplete, or non-compliant
- An application that omits any required document or form
- An application that fails to use required formats
- An application that fails to respond to any requirement

The State reserves the right to reject any or all applications received.

B. APPLICATION EVALUATION

Each application determined eligible will be reviewed against the evaluation criteria in Paragraph C below. Reviewers will score on a 200 point scale.

The evaluation panel will consist of staff from the Department, MRMIB, Runyon Saltzman & Einhorn (RS&E), and non-affiliated entities within the community.

C. PRELIMINARY SELECTION CRITERIA

Contractor selection for both outreach components will be based on the scores received in the technical and programmatic analyses by the Department. Criteria for selection and final funding determination are:

	Criteria	Points Possible
1.	Degree to which proposed outreach plan targets populations or geographic areas with disproportionately low enrollment rates.	35
	Total points for #1	35
2.	Effectiveness of outreach plan in reaching target populations with disproportionately low enrollment rates.	
	a. Strategies that are effective in reaching the target population or geographic areas.	10
	b. Strategies that are culturally and linguistically appropriate.	10
	c. Strategies to identify and address barriers to enrollment (such as Public Charge or other immigration-related issues, transportation limitations, and community perceptions regarding the Medi-Cal and Healthy Families programs.	10
	Plans to coordinate with other outreach efforts in the community including the statewide Healthy Families Program and Medi-Cal program outreach campaign, the state and federally funded county Medi-Cal outreach campaign, and any other Medi-Cal program and Healthy Families program outreach projects in the target community.	10
	e. Plans to collaborate with other local organizations that serve families of eligible children.	10

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	f. Plans to inform families about all available health care programs and services.	10
	g. Strategies to ensure that children and families retain coverage and are informed of options for health coverage and services when they lose eligibility for a particular program.	10
	Total Points for #2:	70
3.	Organizational Capacity to Implement Outreach Plan	
	a. The applicant's organizational experience in helping families learn about, and enroll in, the Medi-Cal program and Healthy Families program (or plans to support and collaborate with the outreach and enrollment activities of entities with such experience).	20
	b. The applicant's experience in serving low-income families.	15
	c. The applicant's demonstrated ability to work effectively with populations that have disproportionately low enrollment rates.	15
	d. The entity's structural capacity to implement proposed outreach plan.	15
	Total Points for #3:	65
4.	Strength of Accountability and Evaluation	
	a. The budget identifies how contract funds will be expended (cost effectiveness).	10
	b. Degree to which project outcomes can be measured to determine the success of outreach activities.	10
	c. Identify performance goals including milestones to meet those goals to be achieved during the contract term and provide rationale for their appropriateness and likelihood of success.	10
	Total Points for #4:	30
TOTAL POINTS POSSIBLE		200

D. PERFORMANCE REVIEW

As part of the selection process, the State may review an applicant's performance under current or prior contracts or cooperative agreements with the State. This may include, but is not limited to, a review of financial and programmatic audits.

The State reserves the right to reject an application based on an applicant's failure to comply with contractual requirements in prior contracts or cooperative agreements with the State.

E. FUNDING CONSIDERATION

The State reserves the right to fund or not fund any application.

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F. FINAL SELECTION

Final selection for funding will be based on the projects the State believes will best achieve increased enrollments in the HFP/MCC.

G. CONTRACT AWARD PROCESS

A "Notice of Intent to Award" shall be mailed to each applicant selected for funding upon completion of the evaluation process. The development of a standard contract incorporating the contractor's budget and scope of work will begin immediately following written notification to the applicant. The State reserves the right to negotiate the budget and scope of work details.

A "Confirmation of Contract Award" will be mailed to successful applicants upon completion of the contract process. If a successful applicant fails to finalize the contract or if the requested changes cannot be mutually agreed upon, the State reserves the right to withdraw the contract award to those funds.

H. AGREEMENT TO TERMS

Submission of an application constitutes the applicant's agreement to all terms and conditions of the RFA, including any subsequent addenda and any subsequent contract terms.

The applicant further agrees to and acknowledges the State's right to make award decisions. This fact in no way precludes the applicant's right to appeal the State's initial or final funding award decision.

Appeals shall state the reason or practice that the applicant believes has been improperly applied in regard to the evaluation or award of the contracts. All appeals must be received in writing by the Department within five State work days after release of the "Notice of Intent to Award," to the following address:

Michael J. Neff, Chief
Office of Medi-Cal Procurement
Department of Health Services
1801 Seventh Street, First Floor
P.O. Box 942732
Sacramento, CA 94234-7320

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PART VI APPLICATION NARRATIVE

A. Application Content

Applications for HFP/MCC outreach contracts must be submitted in accordance with the instructions in this RFA. Applicants are advised to submit only the information requested in the RFA instructions. Technical review of the applications will be based only upon the requested information.

The focus of the application should be on outreach to underenrolled populations or geographic areas with low enrollment rates.

Any use of media must be in support of outreach and associated to that outreach. Whenever media is proposed as an outreach tool, any use of media must be approved in advance by the State. Applicants must allow a minimum of two weeks for approval of newly developed media material that does not include the Department's name and/or telephone number. Applicants must allow a minimum of six weeks for approval of newly developed material that includes the Department's name and/or telephone number.

All media developed, including creative concepts, scripts, storyboards, videos, radio announcements, opinion editorials, press releases, and advertisements must be submitted for review to the State's Contract Administrator. Please refer to Exhibit B, Copyright and Ownership of Materials and Use of Report/Data, for general guidelines to use for media development.

Whenever media (television, radio, print) is proposed as an outreach tool, an effort must be made to utilize the existing media products developed by the State to reduce costs. The State will make available certain collateral marketing materials in a camera-ready format to those applicants receiving a contract. These products may be customized to display a local entity's name and telephone number. The cost of reproduction or media placement will need to be reflected in the applicant's budget. The State must approve all proposed media placement purchases to minimize duplication of effort within a geographic media market.

The application must include a description of how the applicant intends to enhance existing outreach activities, and how the applicant will reach the target population. This should focus on one or more of the following areas:

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- Language: method(s) to address range of language needs within the community;
- Culture: method(s) to address a specific cultural community need;
- Geography: innovative outreach methods for rural communities, including under served communities and those with transportation limitations;
- Innovation: methods to innovatively increase outreach and education;
- Training: methods to adapt training to cultural diversity of the community;
- Maintenance: teaching the benefits of preventive health care;
- Grass roots involvement in outreach and education;
- Increased coordination and collaborative efforts;
- Special populations: migrant families/farm workers, Native American Indians, homeless;
- Outreach to immigrant families, which may include strategies to address families' concerns about immigration issues;
- Connections to schools and/or existing school-based programs such as Healthy Start and Head Start;
- Other.

Each application must include a budget that describes in detail the costs for the project. The applicant must develop a budget consistent with the requirements set forth in this RFA.

The State will monitor the activities of each contractor. Each application must include a plan to report expenditures under the contract on a monthly basis until all contract funds are expended, and report on the numbers of targeted beneficiaries reached as a result of the contractor's activities. The State reserves the right to determine the frequency of progress reports based on the contract period duration and type of contractor's activities conducted.

PART VII ADMINISTRATIVE STRUCTURE AND CAPACITY

A. Administrative and Program Capability

Applicants must have the administrative ability to manage state contract funds and the technical expertise to successfully coordinate and implement proposed project activities. The following information is provided to prospective applicants to assess their ability to enter into a contract agreement with the State.

1. Contractors will be required to submit monthly progress reports that document progress-to-date on scope of work objectives and performance

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goals within the contract period. These reports must include documentation showing the number of people served and enrolled, materials developed, and activities conducted. A list, consisting of the names of individuals actually enrolled in HFP/MCC (identified by program) must be submitted as part of these reports. The submittal and approval of the progress report will be the mechanism used to make contract payments.

2. Contractors must maintain standard payroll practices including state and federal tax withholding requirements. They must have appropriate procedures designating who in the agency may sign payroll time cards, requisitions and invoices.
3. Contractors must maintain books, payroll records, documents, and ledgers following accounting procedures and practices that properly reflect all direct and indirect expenses related to this contract award. The records shall be kept and made available to the State for three years from the date of the final contract award payment.
4. Contractors must obtain an annual single entity-wide financial and compliance audit at the completion of the contractor's fiscal year applicable to the term of the contract award.
5. Contractors must maintain accurate records regarding program implementation, which document the number of people served, materials developed, and activities conducted. Personal information relating to individuals receiving services must be maintained confidentially.
6. Contractors should be aware that the State owns the copyright on all materials developed and produced with contract funds. Any materials produced must be approved by the State prior to their use. (See Exhibit B, Copyright and Ownership of Materials and Use of Reports/Data.)
7. Contractors should be aware that travel and per diem rates must not exceed those paid to non-represented State employees (see Exhibit C, Short-Term Travel Reimbursement Information). Planned out-of-state travel, if applicable, must be included in the budget and approved by the State prior to the scheduled trip.
8. Contractors must provide program staff with the appropriate training and experience to fulfill the scope of work objectives as well as fiscal and administrative staff to fulfill payroll and accounting procedures. Records

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documenting training and work schedules for volunteers must be maintained.

9. Contractors who intend to serve individuals whose primary language is not English must provide educational materials and programs in a culturally and linguistically appropriate manner and at a literacy level understood by project participants. The project staffing should reflect cultural and linguistic competencies of the target populations.
10. Contractors must submit a scope of work with the application, and be prepared to begin the proposed scope of work no later than the date the contract is fully executed.
11. Contractors selected will be required to enter into a contract with the State for the period from contract award through September 30, 2000, or longer, at the sole discretion of the State.

B. Application Process

Applications for HFP/MCC contract funding must be completed according to the instructions delineated in the following pages. Applicants are advised to submit only the information requested in the RFA instructions. Technical review of the proposal will be based only upon the information that is requested. There is no prescribed format for any of the information. Applicants are requested only to make their responses clear and concise.

Any application submitted unsigned will be rejected without review. Sections requiring a narrative response must be completed according to the instructions that follow. Each section must be clearly identified and titled. Failure to follow these instructions will result in rejection of the application. Applications rejected for failure to submit required information or failure to follow the RFA instructions may be, withdrawn, corrected and resubmitted with the required information up to the application deadline.

1. General Instructions

- a. Read all instructions carefully. Be sure to include all information required in the RFA, including attachments. Do not assume that the reviewers have prior knowledge of the applicant's agency.
- b. The application should be typed single spaced with one-inch margins on all sides of the paper and the type font should be no less than 12 points.

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- c. Number each page of the application at the bottom center of the page.
- d. Do not print on both sides of the page. Text should appear single-sided only.
- e. Do not include materials that are not requested. Materials not requested will be discarded and will not be reviewed.

2. Application Content

- a. Application Cover Sheet (Exhibit A)
 - (1) Application Type – Single Entity or Regional Coalition – **choose one.**
 - (2) Name of applicant, address, and telephone and fax number.
 - (3) Project director.
 - (4) Financial officer.
 - (5) Target Population(s) of proposed outreach.
 - (6) Geographic coverage of proposed outreach.
 - (7) Signature, title, address of person authorized to submit contract application.
 - (8) Federal tax identification number.
- b. Abstract (not to exceed 1 page)

The abstract is a one-page summary of the proposed project. Briefly describe the key activities to be undertaken, coalition/collaboration partners if any, and the objectives to be achieved. The purpose of the abstract is to give the reviewers a concise overview of the proposal.
- c. Identification of Geographic Area(s) and Target Population(s) (not to exceed 1 page).

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The applicant must identify the geographic area(s) and target population(s) addressed by the application, including a discussion of how those areas and populations were determined. Please refer to Attachments I, II, and III for additional information.

d. Applicant Capability (not to exceed 2 pages).

This section should describe the ability of the applicant and its collaborative partners, if applicable, to implement successfully the proposed project strategies. Provide all of the requested information and answer all of the following questions.

- (1) Discuss the entity's philosophy regarding outreach to the target population. Describe how the applicant currently provides outreach services (if applicable).
- (2) Explain how long the applicant has been involved in outreach activities. Provide a description of applicant's current funding (include actual dollar amount), involvement and activities in HFP/MCC, the Medi-Cal outreach project, issued by the Department on July 17, 1998, and any other related projects, if applicable. Include a history of serving low-income or previously-eligible Medi-Cal population.
- (3) Describe the applicant's capability and resources to ensure timely start-up and implementation of the proposed project.
- (4) Describe the applicant's access to and experience with the target population related to the proposed project. What experience does the applicant have currently with the proposed target population? Describe the applicant's ability to address primary languages, literacy levels, and cultural aspects of the target population.
- (5) Provide a brief description of key staff's backgrounds, experiences, and qualifications to implement the proposed activities.
- (6) Describe how the applicant will mobilize the community's support for HFP/MCC outreach activities. How will the applicant facilitate getting activities accomplished?
- (7) Describe the applicant's infrastructure building capacity.

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e. Scope of Work (not to exceed 3 pages)

This section of the application should be specific to the implementation of outreach strategies proposed in the application. Include with the scope of work a detailed chart depicting the objectives, activities, timelines, and milestones for the proposed project.

Narrative Factors to be discussed:

- (1) Describe the strategies to be used to reach the target population. Describe plans to target and involve the types of locations where the population is most likely to be found, such as local schools (K-12), community colleges, employment training centers, and check cashing services. Describe how success will be monitored and determined.
- (2) Describe how the target populations will specifically benefit from the proposed project and how this project will support the goals of the HFP/MCC.
- (3) Describe the organizational structure of the project, collaborations and relationships with other local agencies, and the project staff composition as it relates to the project plan.
- (4) Describe the broad program approach/infrastructure proposed and strategies selected and provide a rationale for their appropriateness and likelihood of success.
- (5) Outline strategies to inform families about all available health care programs and services.
- (6) Outline strategies to ensure that children and families retain coverage and are informed of options for health coverage and services when they lose eligibility for a particular program.
- (7) Outline strategies to identify and address barriers to enrollment (such as, Public Charge or other immigration-related issues), transportation limitations and

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community perceptions regarding health coverage programs).

(8) Describe how outreach strategies will supplement, not supplant current outreach efforts.

f. Performance Goals (not to exceed 1 page)

Applicants must identify the performance goals they expect to meet as a part of their contract activities, including milestones to meet those goals, and monitor actual performance against those goals as a condition for continued project funding. Performance goals must reflect the number of potential enrollments the Applicant believes can be realized given the type of activities being performed and within the specific time period allocated.

g. Evaluation Plan (not to exceed 1 page)

The Evaluation Plan is a narrative plan describing how achievement of the objectives described in the scope of work will be measured. Describe the resources that the project will employ to satisfy the requirements for the local project evaluation.

The evaluation activities for the local project will depend upon the project goals, objectives, and activities. Types of measures should include one or more of the following:

- (1) Service measures -- e.g., number of clients served.
- (2) Outcome measures -- e.g. increased number of Healthy Families/Medi-Cal cases in the geographic area, link between outreach activities and enrollment of clients into the HFP/MCC.
- (3) Structural measures -- e.g., increased number and type of agencies providing outreach services, better coordination and communication.
- (4) Materials developed.
- (5) Activities performed.

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h. Budget and Budget Justification

1. Line Item Budget Requirements

The application must include a line item budget detailing the costs for the project for the term of the contract award. The applicant must develop a budget which will enable it to meet the requirements of the contract award and ensure successful implementation. The budget must therefore be realistic and cost-effective. The State will review the proposed budget to determine project and cost effectiveness and appropriateness to the proposed scope of work.

2. Prohibited Expenses

- a. Bonuses/Commissions. Projects are prohibited from paying any bonus or commission to any individual, entity or firm.
- b. Lobbying. Contract funds may not be used for lobbying activities.
- c. Fund Raising. Contract funds may not be used for organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions.
- d. Purchase of Real Property. Acquisition of real property, including land, structures and their attachments are not allowable expenditures.
- e. Interest. The cost of interest payments is not an allowable expenditure.
- f. Lease-Purchase Options. Contract funds may not be used for a lease-purchase option for the acquisition of any equipment.
- g. Contract Writing. Costs of responding to this RFA and preparing an application are not allowable expenditures.

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- h. Religious Doctrine/Beliefs. The cost of program services or educational curricula that are religious or promote religious doctrine are not allowable expenditures nor is payment to, or in aid of, a church, religious sect, creed, or sectarian purpose.

3. Budget Category Instructions:

Applicants should prepare their proposed budget based upon the following instructions. All amounts should be rounded to whole dollars.

a. Personnel

The personnel line item must identify each position/classification to be funded under the contract, the salary range for each classification/position, the percent of time the position will be providing services to be funded and the resulting cost. When there is more than one person in a classification/position, use a full time equivalency (e.g., three half-time clerical personnel would be itemized as 1.5 FTE clerical positions). Sick leave, vacation, holidays, overtime, and shift differentials must be budgeted as salaries. If agency personnel have accrued sick leave or vacation time prior to the approval of contract funding, they may not take the time off using project funds. See Exhibit D, "Contract Uniformity."

b. Fringe Benefits

Express the benefits as a percentage of the aggregate salaries. Benefits cannot exceed those already established by the applicant prior to the award of the contract. Employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance and/or pension plans are allowable budget items. Other benefits, such as uniforms and professional association dues, if negotiated as part of the employee benefit package, are allowable budget items. For more information on

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allowable fringe benefits see Exhibit D, "Contract Uniformity."

c. Total Personnel

Indicate the aggregate of the personnel and fringe benefits costs.

d. Operating Expenses

Allowable operating expenses are those expenditures exclusive of personnel services and benefits necessary for performance of the contract terms. Such expenses must be contract related and incurred during the term of the contract. The following categories of operating expenses must be identified:

- (1) General Expenses: This includes all costs that are general to the operation of the project and that are not identified as equipment, travel, subcontract or other costs. Examples of such expenses are office supplies, equipment maintenance, telephone, postage, answering service fees and other consumable items. Furniture and office equipment with an acquisition cost of less than \$500 per unit cost (including tax, installation and freight) are general expense items.
- (2) Space Rent/Lease: The costs of office rental or lease must be identified according to the total square feet, the cost per square foot, and the percent of time being used for HFP/MCC funded activities.
- (3) Printing: Identify the costs of printing, duplication and reproduction of materials used under the Outreach Program; if more than an incidental (10 percent) proportion of the contract amount is for printing, such printing must be approved by the State.

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- (4) Equipment Rental: Rental or leased equipment must be budgeted as an operating expense.
- (5) Audit Costs: The cost for obtaining a single annual entity wide financial audit must be included in the budget. An independent financial audit must be obtained at the completion of the applicant's fiscal year applicable to the term of the contract. The applicant may budget up to \$4,000 for the financial audit costs.

e. Equipment Purchases

Equipment is an item having a useful life of more than four years and an acquisition cost of \$500 or more per unit (including tax, installation, and freight), including EDP/ADP, telecommunications, and motor vehicles. The rental of equipment used solely for project activities may be budgeted if it is essential to the implementation and operation of the project. Contract funds may not be used to reimburse the applicant for equipment already purchased. All equipment purchased in whole or in part with state contract funds is the property of the state government. However, under certain circumstances, equipment may be transferred to the contractor at the end of the contract period. Satisfactory compliance with Contract Award Agreement will be reviewed in considering the transfer of equipment. The maximum amount available for the equipment line item is \$15,000, unless the applicant provides sufficient justification. Even if included in the applicant's proposal, equipment must be approved by the State prior to purchase.

f. Travel and Per Diem

Applicants must budget for all travel related to the administration of the project. The budget must identify the travel costs related to staff specific activities.

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Travel reimbursement is on a per trip basis; the mileage reimbursement is for all costs of operation of a vehicle. For allowable travel costs and per diem rates, see Appendix B, Short Term Travel Reimbursement Information.

g. Other Costs

Costs that are not operating costs, but are directly related to project operations and the provision of services should be identified under other costs. Examples of such costs include training for project staff, purchase or preparation of educational materials, and other costs related to the performance of any of the objectives unless otherwise approved.

h. Indirect Cost

Identify the percent and amount the indirect costs are of the total personnel costs, less fringe benefits. The maximum allowable indirect rate is ten percent of the total personnel costs less fringe benefits. For cost-based reimbursed contractors such as Federal Qualified Health Clinics, rural health clinics and look alike clinics the maximum allowable indirect rate is ten percent for overhead or the amount of their last cost-based audit, whichever is higher.

For subcontracts, the maximum allowable indirect rate is six percent of the total subcontract value.

i. Total Operating Expenses

Aggregate all the non-personnel costs.

j Total Project Costs

Total personnel services, operating and indirect costs (items a-i).

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4. Budget Justification

The applicant must provide a Budget Justification that justifies and explains the amount proposed for each of the main and detailed line items of the budget. The budget justification must identify how the costs are related to, and necessary for, the achievement of the project objectives.

The budget justification must identify the line item category and the amount of funding, with a brief statement below each line item for the justification of the appropriateness and necessity of the cost to the achievement of the project goals and objectives. For the personnel line items, the budget justification must identify each of the positions and/or classifications.

The budget justification must include an explanation of the allocation of funds to collaborative partners, as applicable.

PART VIII PAYMENT PROVISIONS

A. CONDITIONS PRECEDENT TO PAYMENT

The contractor shall be reimbursed for tasks it performs on the sole costs specified in its proposal and negotiated with the State. Invoicing shall be submitted on a monthly basis. Contract payment will be disbursed in arrears, upon approval of the contractor's performance and work product, based on submission of monthly progress reports.

The State may reduce or withhold a contract payment to the extent that the contractor's progress reports do not demonstrate that the contractor has met the performance objectives and activities specified in the scope of work. Upon receipt and approval of the final progress report, the State may pay all or a portion of any previously withheld funds based upon contractor's achievement of the scope of work, and reporting requirements.

Payments to the contractor will be made based on actual invoices received by the State. When submitting invoices to the State, the contractor shall specify the amount due and certify that the applicable requirements have been fulfilled or performance has been achieved. If performance was not achieved, it shall be so indicated, and a plan to achieve performance shall be included.

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In the event the contractor fails to meet the RFA requirements, payment will not be made by the State until such time as the requirements are met. Delay of payments will occur, unless the State determines the contractor is in substantial compliance within specific contractual requirements.

Failure to meet those RFA requirements may result in termination of the contract. See Part II Contract Termination, Paragraph C for additional information.

B. INVOICE SUBMISSION

1. Monthly Invoices

The contractor shall submit to the State's designated agent for contract administration invoices and supporting documentation for outreach activities. The contract administrator will review invoices/supporting documentation and make recommendations to the State for approval or denial. The State will make the final determination regarding approval/denial of all invoices. All invoices shall be submitted after completion of the required work. Monthly invoices shall be submitted in arrears, by the 21st calendar day of the month following the month recovery was completed. If payment conditions have been met, the State will forward authorization for payment to the State Controller's Office. The contractor shall mail invoices to the contract administrator. The firm's name and address selected as contract administrator is:

Runyon Saltzman & Einhorn
Attention: Contract Administrator
One Capitol Mall, Suite 400
Sacramento, CA 95814

The invoices shall include the following information:

1. Contractor name and address (on letterhead stationary)
2. Contract number
3. Billing period
4. Amount claimed, by budget category and total claimed
5. Signature of an authorized representative and date signed (original signature, not copy)
6. Receipt(s), if applicable

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2. Project Start-Up Funding Invoice

The Contractor shall submit to the State's designated Contract Administrator a request for funding directly related to the implementation of their project. An invoice reflecting the amount of the requested funds shall accompany the Contractor's request. The amount requested may not exceed one-sixth of the total contract award. All requests for start-up funding must be made within 30 days of contract execution. Payment will be made within 45 days of receipt of the start-up invoice.

C. INVOICE SUPPORTING DOCUMENTATION

Invoices must include a certification signed by the authorized agent stating that performance requirements have been met. The contractor's certification shall be submitted to the contract administrator with its invoice. Approval of the respective invoices is contingent, in part, upon the receipt of the aforementioned certifications.

D. PROGRESS REPORTS

Contractors will be required to submit monthly progress reports that document progress-to-date on scope of work objectives and performance goals within the contract period. These reports must include documentation showing the number of people served and enrolled, materials developed, and activities conducted. A list, consisting of the names of individuals actually enrolled in HFP/MCC as part of the outreach activities must be submitted as part of these reports. The submittal and approval of the progress report will be the mechanism used to make contract payments.

The contractor shall submit to the State's contract administrator as specified in Part III, paragraph B, an original and one copy of a monthly progress report and a final report upon completion of the contract that summarizes all accomplishments during the contract period. All reports shall be sent to the address specified under Part VIII, Invoice Submission, of this contract in a form and manner specified by the State.

Failure to submit timely and acceptable progress reports is cause for the State to withhold up to one hundred percent (100%) from future monthly payments, and/or terminate the contract pursuant to Part II, Contract Termination.

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E. FINAL PAYMENT

After expiration or termination of the contract, final payment for services rendered will be made after the State has evaluated the contractor's performance and determined all contract requirements have been satisfactorily fulfilled.

The final invoices must be submitted by or postmarked no later than the last day of the 90-day period following the effective date of expiration or termination, unless the State gives written approval of an extension of time to submit the final invoice. A request to extend the deadline for the submission of the final invoice must be made by the contractor in writing to the State no later than 15 calendar days prior to the effective date of expiration or termination.

ATTACHMENT

III

**COUNT OF WIC PARTICIPANTS BY COUNTY AND RACE/ETHNICITY
FOR THE PERIOD BETWEEN 4/1/99 AND 4/30/99**

RACE/ETHNICITY							
County Name	Asian	Black	Hispanic	Native Amer	Refuse to State	White	Grand Total
ALAMEDA	4,597	7,952	14,695	163	132	3,669	31,208
ALPINE	0	0	13	3	0	58	74
AMADOR	8	4	88	5	1	428	534
BUTTE	696	198	1,517	163	17	3,631	6,222
CALAVERAS	2	8	67	13	1	466	557
COLUSA	3	0	898	11	4	111	1,027
CONTRA COSTA	1,111	3,611	8,392	56	106	3,097	16,373
DEL NORTE	75	7	254	175	12	713	1,236
EL DORADO	26	18	696	24	20	1,144	1,928
FRESNO	1,593	737	19,167	360	60	2,068	23,985
GLENN	116	2	897	7	0	393	1,415
HUMBOLDT	122	55	413	580	35	2,346	3,551
IMPERIAL	20	79	5,929	11	8	302	6,349
INYO	2	4	257	173	2	253	691
KERN	3,850	4,383	39,041	212	185	11,288	58,959
KINGS	162	345	3,778	69	16	1,068	5,438
LAKE	12	67	470	96	2	1,198	1,845
LASSEN	12	27	129	77	2	571	818
LOS ANGELES	21,359	43,767	411,531	1,309	943	25,615	504,524
MADERA	23	134	5,233	60	15	860	6,325
MARIN	80	153	1,556	4	16	396	2,205
MARIPOSA	4	2	20	12	1	160	199
MENDOCINO	18	23	1,377	344	15	1,207	2,984
MERCED	1,274	437	8,511	39	309	1,905	12,475
MODOC	1	2	90	15	0	190	298
MONO	2	3	164	10	2	87	268
MONTEREY	491	378	16,611	64	57	1,372	18,973
NAPA	32	22	2,305	6	4	597	2,966
NEVADA	11	5	182	28	5	1,188	1,419
ORANGE	8,426	1,371	78,655	289	264	8,617	97,622
PLACER	48	40	995	30	10	1,565	2,688
PLUMAS	4	14	56	31	1	417	523
RIVERSIDE	831	3,136	33,585	318	261	8,265	46,396
SACRAMENTO	5,756	5,515	9,188	221	191	10,524	31,395
SAN BENITO	8	11	1,711	1	2	170	1,903
SAN BERNARDINO	1,427	6,248	38,110	630	203	9,495	56,113
SAN DIEGO	7,701	10,671	59,338	483	694	22,303	101,190

Run Date: 5/26/99

Extract Period: 4/1/99 – 4/30/99

Adhoc #390

EXHIBITS

HEALTHY FAMILIES/MEDI-CAL FOR CHILDREN OUTREACH REQUEST FOR APPLICATION

APPLICANT COVER SHEET

APPLICANT INFORMATION	<i>Circle one only:</i> Single Entity		Cooperative Alliance
Company Name:			
Name of Project Director:		Title:	
Telephone:	Fax:	E-Mail:	
Name of Contact Person (if different than Project Director):		Title:	
Telephone :	Fax:	E-Mail:	
Mailing Address:			
City:	County:	Zip:	
Street Address:			
City:	County:	Zip:	
FINANCIAL OFFICER			
Name:		Title:	
Telephone:	Fax:	E-Mail:	
Mailing Address			
City:	County:	Zip:	
FUNDING REQUEST	TARGET POPULATION(s)	GEOGRAPHIC AREA(s)	
\$ _____	_____	_____	
OTHER APPLICANT INFORMATION			
Nonprofit Corporation Number _____		Federal Tax Identification Number _____	
OFFICIAL SIGNATURE			
_____ EXECUTIVE DIRECTOR		_____ DATE	
_____ NAME (Typed)			

Copyright and Ownership of Materials and Use of Reports/Data

"Works" is defined as all literary works, writings and printed matter including the medium by which it is recorded or reproduced, including but not limited to procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data, data files or data bases or data base systems, research and reports, photographs, art work, pictorial and graphic representations and works of a similar nature, motion pictures, videotapes and other audiovisual works, sound recordings, tapes, educational materials, original computer programs (including executable computer programs and supporting data in any form) and any other materials or products created, conceptualized, produced, developed, or delivered as a result of this contract award (whether or not copyrighted or copyrightable). It includes final products and any materials and information developed for the purpose of producing those final products. Contractor also agrees that the copyright to any and all Works under this contract award, whether published or unpublished, belongs to the State from the moment of creation.

Contractor and the State agree that the State owns all rights, title and interest in, but not limited to, the copyright to any and all Works created, provided or developed under this contract award, whether or not published, exclusive of works licensed from third parties.

Contractor shall deliver to the State, and the State will retain ownership of the original and all copies of the Work and the medium such as original art work and negatives, print ready art or copy, computer diskettes, etc. Contractor shall make delivery to the State of those Works specified by the State within 20 days of request by the State.

The State retains all rights to use, reproduce, distribute, or display any Works produced under this contract award and any derivative works based on those works, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common law copyright law. For any product, data or material which is created, produced, developed or delivered under this contract which is not deemed a "Work", the Contractor shall grant the State a royalty-free, non-exclusive, and irrevocable license throughout the world, to the extent permitted under third party licenses, to reproduce, to prepare derivative works, to distribute copies, to perform, to display or otherwise use, duplicate or dispose of such work in any manner and to have or permit others to do so.

Contractor agrees to and does hereby grant to the State as permitted in California Civil Code, Section 982, ownership in any original work of authorship created, produced, developed or delivered under this contract that is not fixed in any tangible medium of expression.

If for any reason, the State is not deemed to be the owner of all rights, title and interest in the Work, then Contractor hereby assigns all such rights to the State.

For Work(s) requiring the use of other copyright holders' materials, Contractor shall furnish the names and addresses of all copyright holder(s) or their agent(s), if any, and the terms of any license(s) or usage granted, at the time of delivery of the Work. No licensed materials shall be used without prior written permission of the State.

Contractor also agrees that if Contractor enters into any agreements with other parties in order to perform the work required under this contract award, Contractor will require the agreement(s) to include clauses granting the State a copyright interest in any Works created, produced, developed or delivered under the agreement and ownership of any Works not fixed in any tangible medium of expression. In addition, Contractor will require the other parties to assign those rights to the State on a form to be provided by the State. For any Works for which the copyright is not granted to the State or for which the Contractor failed to obtain copyright for the State, Contractor shall obtain for the State, at Contractor's expense, a royalty-free, non-exclusive and irrevocable license throughout the world to reproduce, to prepare derivative works, to distribute copies, to perform, to display, or otherwise use, duplicate or dispose of such Works in any manner for government purposes and to have or permit others to do so.

Contractor represents and warrants that:

- A. It is free to enter into and fully perform this contract award;
- B. It has secured or will secure all rights and licenses necessary for the production of the work;
- C. Neither the Work nor any of the materials contained therein, nor the exercise by either party of the rights granted in this contract award, will infringe upon or violate the rights or interests of any person or entity;
- D. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber or interfere with any of the rights grants to the State in this contract award; and

- E. Neither the Work nor any part will (a) violate the right of privacy of, or (b) constitute a libel or slander against, or (c) infringe upon the copyright, literary, dramatic, statutory or common law rights, trademarks or service marks of any person, firm or corporation.

All Works distributed under the terms of this contract award and any reproductions of visual works or text of these works shall include a notice of copyright in a place that can be visually perceived either directly or with the aid of a machine or device. This notice should be placed prominently on the Work and set apart from other matter on the page or medium where it appears. Audio works shall include an audio notice of copyright before or after the audio text.

The Contractor agrees to indemnify, defend and hold harmless the State and its licensees and assignees, and their officers, directors, employees, agents, representatives, successors, licensees, and assignees from and against all claims, actions, damages, losses, costs and expenses, including reasonable attorney's fees, which any of them may sustain because of the use of the Work and any other materials furnished by the Contractor under this contract award, or because of the breach of any of the representations or warranties made in this contract award, except in the case of improper use of the work by the State and its licenses and assignees, and their officers, directors, employees, agents, representatives, successors, licensees and assignees.

If the use of any Work is enjoined as a result of any action or proceeding, the Contractor shall, at its own expense and at the option of the State:

- A. Procure for the State the right to continue to use said element; or
- B. Replace said element with a comparable element which is non-infringing or does not violate the rights or interest of any person or entity; or
- C. Modify said element so it becomes non-infringing or does not violate the rights or interest of any person or entity.

Use of Reports/Data

The State shall own all works, as defined above.

Use of data files or databases provided by the State or collected or prepared under the contract award by Contractor is subject to the following conditions:

- A. Contractor shall request prior written permission from the State to use confidential information in databases, according to the requirements of the parent database or the appropriate human subject review board.

“Confidential information” means any information containing patient identities, including but not limited to: name, address, telephone number, social security number, medical identification number, drivers license number.

- B. All data/research reports or publications shall contain (1) a disclaimer that credits any analysis, interpretations, or conclusions reached to the author(s) and not to the State, and (2) a statement on the biases in the data known to affect the report findings.
- C. All public reports or publications shall be submitted to the State’s Contract Manager for review, written comment and approval by the State at least three weeks before release of said written report or publication for publication or reproduction. All of the comments will be incorporated insofar as possible, and the Contract Manager shall be informed of any comments which cannot be incorporated and why, so that any differences can be discussed before publication. Additionally, the State review may include a determination that the technical descriptions of the data are consistent with those provided by the State and that all confidential information has been deleted or scrambled. Contractor shall delete or scramble all confidential information as required by the State. For independent research project articles, reports, or materials, Contractor shall supply the State with a copy of the final product three weeks prior to publication date, and a copy of the final publication. The State will not release the articles, reports or materials or comment publicly prior to their scheduled release.
- D. At completion of this contract award, Contractor agrees to deliver, in a form which can be reproduced by the State, any Works as defined above, developed in execution of this contract award. Such copies shall be delivered within 30 calendar days of the completion of this contract award.
- E. The State shall have the right to order, at any time during the performance of this contract award, or within two years from either acceptance of all items (other than data) to be delivered under this contract award or termination of this contract award, whichever is later, any Work and any data not called for in the schedule of this contract award but generated in performance of this contract award, and the Contractor shall promptly prepare and deliver such data as is ordered for actual costs of reproduction excluding overhead. If the principal investigator is no longer associated with the Contractor, the Contractor shall exercise its best efforts to prepare and deliver such data as is ordered. The Contractor shall be relieved of obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of two years from the date he accepts such items.

When data, other than the Work as defined above, is delivered pursuant to this section, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the State whichever ordered the production of data.

- F. Contractor must request in writing and obtain permission from the State to release to other parties data files or databases provided by the State or prepared or collected under this contract award.
- G. Public reports or publications regarding any work performed with funds provided under this contract award shall include a statement on the title page giving credit for such support, such as: "This report was supported by funds received from the State of California, Department of Health Services, Medi-Cal Program." In addition to these requirements, this statement must also be included on any curriculum, educational materials, programs, program documentation, videotapes, and/or other audio-visual materials (Works) resulting from this contract award. Any journal articles shall include such a statement on the first page of said article.

TRAVEL REIMBURSEMENT INFORMATION

EFFECTIVE JANUARY 2, 1998

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract:
 - a. Reimbursement shall be at the rates established for non-represented/excluded state employees.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever contractor leaves his or her home headquarters. "Headquarters" is defined as the place where contracted personnel spend the largest portion of their regular working time and return to upon the completion of special assignments.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this bulletin to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging: Statewide Rate (with receipts) Actual cost up to \$79.00 plus tax.

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Services or his or her designee. Receipts are required.

(2) Meals/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Breakfast	\$6.00	Dinner	\$18.00
Lunch	\$10.00	Incidentals	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt., and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c(2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.

- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. Note on use of autos: If a contractor uses his or her car for transportation, the rate of pay will be 31 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim a rate of 31 cents per mile without certification and up to 37 cents per mile with certification. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable
5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

TRAVEL REIMBURSEMENT GUIDE

IF LENGTH OF TRAVEL IS	IF THIS CONDITION EXISTS	CONTRACTOR MAY CLAIM
Less than 24 hours	<p><i>Example: A contractor may claim breakfast if, during a period of travel, he or she begins their travel at 6 a.m. or earlier and are still traveling at 9:00 a.m.</i></p> <p>-----</p> <p>Travel period ends at least one hour after the regularly scheduled work day ends. Start travel prior to or at 5:00 p.m. and remain traveling after 7:00 p.m.</p>	Breakfast
Less than 24 hours		
Less than 24 hours		Dinner
24 hours	A contractor is on travel status for a full 24-hour period (determined begin and end times).	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Return at or after 8:00 a.m.	Breakfast
	<p><i>Example: If a contractor returns the last day of a trip of more than 24 hours at or after 8:00 a.m., a breakfast allowance may be claimed.</i></p>	
Last fractional part of more than 24 hours.	Return at or after 2:00 p.m.	Lunch
	<p><i>Example: If a contractor returns the last day of a trip of more than 24 hours at or after 2:00 p.m., a lunch allowance may be claimed.</i></p>	
Last fractional part of more than 24 hours.	Return at or after 7:00 p.m.	Dinner
	<p><i>Example: If a contractor returns the last day of a trip of more than 24 hours at or after 7:00 p.m., a dinner allowance may be claimed.</i></p>	

CONTRACT UNIFORMITY

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used in this agreement with reference to State and/or federal funds, fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
2. As used herein, fringe benefits do not include:
 - a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
 - b. Director's and executive committee member's fees
 - c. Incentive awards and/or bonus incentive pay
 - d. Allowance for off-site pay
 - e. Location allowances
 - f. Hardship pay
 - g. Cost-of-living differentials
3. Specific allowable fringe benefits include:
 - a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers portion of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
4. To be an allowable fringe benefit, the cost must meet the following criteria:
 - a. Be necessary and reasonable for the performance of the contract.
 - b. Be determined in accordance with generally accepted accounting principles.
 - c. Be consistent with policies that apply uniformly to all activities of the Contractor.
5. It is agreed by both parties that any and all fringe benefits shall be at actual cost.
6. Earned/accrued Compensation.
 - a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the contract term. Unused vacation, sick leave, and holidays earned from periods prior to the contract period cannot be claimed as allowable costs (See example on page 2).
 - b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the contract. Holidays cannot be carried over from one contract year to the next. (See example on page 2).
 - c. For single year contracts, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the contract term, cannot be claimed as an allowable cost (See example on page 2).

Contract Uniformity

Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the State contract term, the Contractor during a one-year contract term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the contract are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) contract John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 166 weeks (3 x 52 weeks).

Example No. 3:

If during a single year contract, John Doe, works fifty weeks and uses one week of vacation and one week of sick leave and all fifty-two of these weeks have been billed to the State, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.